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Attorneys for Defendants

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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STARWOOD HOTELS & RESORTS	:	
WORLDWIDE, INC., STARWOOD (M)	:	
INTERNATIONAL, INC., and PREFERRED	:	13 Civ. 38 (KBF) (JLC)
GUEST, INC.	:	
	:	
Plaintiffs,	:	
	:	
- against -	:	
	:	
PM HOTEL ASSOCIATES, L.P. and PARKER	:	
PALM SPRINGS LLC,	:	
	:	
Defendants.	:	
-----	X	

**DECLARATION OF CHRISTIAN T. BECKER IN SUPPORT
OF DEFENDANTS' MOTION TO DISMISS THE COMPLAINT**

CHRISTIAN T. BECKER, an attorney admitted to practice in the Southern
District of New York, declares the following under penalty of perjury:

1. I am an attorney associated with Kasowitz, Benson, Torres & Friedman LLP,
counsel for defendants PM HOTEL ASSOCIATES, L.P. ("PMH") and PARKER PALM
SPRINGS LLC ("PPS" and, together with PMH, "Parker") in this action. I submit this
declaration to place before the Court true and correct copies of certain documents not attached to

the complaint filed by plaintiffs STARWOOD HOTELS & RESORTS WORLDWIDE, INC., STARWOOD (M) INTERNATIONAL, INC., and PREFERRED GUEST, INC., in support of Parker's motion to dismiss the complaint, pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6).

2. Annexed hereto as Exhibit 1 is a true and correct copy of the complaint and jury demand dated January 2, 2013.

3. Annexed hereto as Exhibit 2 is a true and correct copy of an Agreement dated July 31, 1996 between PM Associates and Meridien Hotels, Inc. ("Meridien") regarding Le Parker Meridien New York at 109-123 West 56th Street, New York, New York (the "NY Hotel"). This agreement is referenced herein and in the Motion as the "1996 NY License Agreement."

4. Annexed hereto as Exhibit 3 is a true and correct copy of an Agreement dated May 28, 2003 between PPS and Meridien regarding Le Parker Meridien Palm Springs at 4200 East Palm Canyon Drive, Palm Springs, California (the "PS Hotel"). This agreement is referenced herein and in the Motion as the "PS License Agreement."

5. Annexed hereto as Exhibit 4 is a true and correct copy of an Extension and Modification Agreement dated May 28, 2003 between PMH (as successor to PM Associates) and Meridien regarding the NY Hotel and the NY License Agreement.

6. Annexed hereto as Exhibit 5 is a true and correct copy of an Amendment to Agreement made and entered into as of October 24, 2008 between PMH and plaintiff Starwood (M) International, Inc. regarding the NY Hotel and the NY License Agreement.

7. Annexed hereto as Exhibit 6 is a true and correct copy of an Amendment to Agreement made and entered into as of October 24, 2008 between PPS and plaintiff Starwood (M) International, Inc. regarding the PS Hotel and the PS License Agreement.

8. Annexed hereto as Exhibit 7 is a true and correct copy of a First Amendment to Agreement made and entered into as of July 29, 2009 between PMH and plaintiff Starwood (M) International, Inc. regarding the NY Hotel and the NY License Agreement.

9. Annexed hereto as Exhibit 8 is a true and correct copy of a First Amendment to Agreement made and entered into as of July 30, 2009 between PPS and plaintiff Starwood (M) International, Inc. regarding the PS Hotel and the PS License Agreement.

10. Annexed hereto as Exhibit 9 is a true and correct copy of a letter dated January 2, 2013 from plaintiff Starwood (M) International, Inc. to PMH and PPS. Defendants redacted a portion of this letter pursuant to Fed. R. Civ. P. 408.

Dated: New York, New York
February 26, 2013



Christian T. Becker, Esq.